

BIG BLUE ADVENTURES LIMITED BOOKING CONDITIONS

These Booking Conditions, together with our privacy policy and where your holiday is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Big Blue Adventures Limited, registered address: 2nd Floor, Carlyle House, 5-7 Cathedral Road, Cardiff, Wales CF11 9HA, company number 10038556 ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

Our obligations to you may vary depending on whether or not what you have booked with us is a "package" as defined within the Package Travel and Linked Travel Arrangements Regulations 2018. As the duration of some of our activities is less than 24 hours and no accommodation is included, these trips are not a "package" as defined in the Package Travel and Linked Travel Arrangements Regulations 2018. We have provided clarity throughout these Booking Conditions as to which obligations do not apply to our Day Adventures, Activity or Accommodation Only Bookings i.e. 'non-package' bookings.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1. Booking & Paying For Your Arrangements

A booking is made with us when you pay us a non-refundable 30% deposit (or full payment if you are booking within 6 weeks for multi-night packages & accommodation only and within 3 weeks for day adventures and activity only bookings) and we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you.

Please note that we reserve the right to charge a higher deposit amount where we are required to secure the requested arrangements for larger or specialist groups.

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 6 weeks prior to scheduled departure for multi-night packages and accommodation only bookings and not less than 3 weeks prior for day adventures and activity only bookings. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 7 below will become payable.

Medical Consent Forms: We require all participants to complete a Medical Consent Form. These forms are completed in the interests of your safety and must be completed, agreed and signed prior to participation in any activity. A Medical Consent Form will be sent to you either on payment of the deposit or in resort, prior to participation.

2. Accuracy

We endeavour to ensure that all the information and prices on our website are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. Some of our prices are 'From' prices therefore you must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

3. Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

4. Jurisdiction and Applicable Law

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

5. Cutting your holiday short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

6. If You Change Your Booking & Transfers of Bookings

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £50 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 7.

Transfer of Booking:

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 7 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

7. If You Cancel Your Booking Before Departure

a) If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as set out below. Our charges have been calculated based on the payments we make to our suppliers that are non-refundable, our own service charges for time spent organising your arrangements and other costs we may incur as a result of your cancellation.

Period before departure in which you notify us	Cancellation Charge
Multi-night packages & Accommodation Only	
More than 6 weeks prior to departure	Deposit Only
Less than 6 weeks prior to departure	Up to 100% of the total cost
Day Adventures & Activity Only	
More than 3 weeks prior to departure	Deposit Only
Less than 3 weeks prior to departure	Up to 100% of the total cost

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

b) Cancellation by You due to Unavoidable & Extraordinary Circumstances:

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

Please note that this clause 7 b) does NOT apply to non-package bookings.

This clause 7 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

8. If We Change or Cancel

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time. The majority of the activities offered are weather dependent and may not always take place as stated. Changes in itinerary may be caused by adverse weather conditions or any other unforeseeable circumstances and this may also affect any onward services you have booked. We will not be held responsible for missed connecting travel or other services so please allow for plenty of time for any scheduled plans booked outside of your contract with us. Your booking is accepted on the understanding that this is realised.

Changes: If we make a minor change to your holiday, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following, when made before departure:

- (a) A change of accommodation area for the whole or a significant part of your time away.
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- (c) A change of outward departure time or overall length of your arrangements by more than 12 hours.
- (d) A significant change to your itinerary, missing out one or more activity entirely.

Cancellation: We will not cancel your travel arrangements less than 30 days before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost); or
- iv if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) If we cancel your booking and no alternative arrangements are available.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you	Amount you will receive from us* (PER PERSON)
62 days or more	£NIL
61 – 42 days before departure	£10
41 – 28 days before departure	£20

27 – 14 days before departure	£30
Less than 14 days before departure	£40

*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than 30 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Force Majeure (see clause 9 and also Clause 10 'Weather Conditions').
- (g) where you have booked 'non-package' arrangements; i.e. day trip, activity or accommodation only bookings

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

9. Force Majeure

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means unavoidable and extraordinary circumstances beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

10. Weather Conditions

The majority of our activities operate outdoors and in water and can be both physically and mentally demanding. As such, the activities featured are dependent upon satisfactory weather and water conditions. Where conditions are not favourable, we will make every effort to adapt the activities and provide alternatives to fit the local conditions. Adverse weather conditions constitute Force Majeure (see clause 9) and is therefore entirely out of our and our suppliers' control.

11. Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

12. Disabilities and Medical Problems

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. Many of our activities are both physically and mentally challenging and we may therefore require you to produce a doctor's certificate certifying that you are fit to participate. Some activities may also have an age and/or height restriction therefore we may take this information from you at the time of booking. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

Many of our activities require an ability to swim at least 25 metres unaided. If you cannot swim, we strongly advise against booking a water based activity. We reserve the right to refuse participation on any activity where we believe health and safety to be compromised.

13. Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact Daniel or Heleen on +44 (0) 7985 368956 or by email to: hello@explorebigblue.com.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

You can access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

14. Your Behaviour

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. Likewise, if you or any of your party are, in our opinion, under the influence of alcohol or any other substance, prior to participation in an activity, we reserve the right to refuse such participation. In the event of such termination or refusal our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements/activities immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager, Big Blue Adventures or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

Some suppliers may request a security deposit be payable in advance or upon arrival in order to cover such circumstances.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

15. Our Responsibilities

A. Package Bookings

- (1) Where you have booked a “package” with us, we will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don’t remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees’ or suppliers’ negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- (2) Where it is impossible for you to return to your departure point as per the agreed return date of your package due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard), for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

B. Day Adventures, Activity or Accommodation Only ‘Non-package’ Bookings

Our basic obligation under this contract is to select suppliers with reasonable skill and care. We have no liability to you for the actual provision of the arrangements, except in cases where it is proved that we have breached that duty and damage to you has been caused.

C. All Bookings

- (1) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
 - (a) the acts and/or omissions of the person affected; or
 - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
 - (c) Force Majeure (as defined in clause 9).
- (2) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
 - (a) **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
 - (b) **Claims not falling under (a) above and which don’t involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by, sea and rail, or any stay in a hotel:

- i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
- ii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(3) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(4) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(5) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

- (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
- (b) relate to any business.

(6) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

16. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

17. Insolvency Protection

We provide full financial protection for our package holidays, by way of a trust account held with Protected Travel Services of 307-315 Holdenhurst Road, Bournemouth, Dorset BH8 8BX, telephone: 0207 190 9988.

If you book arrangements other than a package holiday from us, your monies will not be financially protected. Please ask us for further details.

18. Passport, Visa and Immigration Requirements & Health Formalities

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

19. Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some suppliers may request a security deposit in advance or upon arrival and you will be notified of this at the time of booking. Some of the terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

20. Prompt Assistance

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

Please note that the above clause 20 'Prompt Assistance' does NOT apply to non-package bookings.

21. Foreign Office Advice

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. (See clause 9).